

2

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

FULL RIVER BATTERY  
MANUFACTURE CO., LTD,  
a Chinese corporation,  
d.b.a. FULL RIVER NORTH  
AMERICA,

Plaintiff,

v.

JANES POWER SYSTEMS, INC.  
an Illinois corporation,

Defendant.

Case No.:

08CV4708

JUDGE HART

MAGISTRATE JUDGE KEYS

**FILED**

AUG 19 2008 TC

Aug 19, 2008

MICHAEL W. DOBBINS  
CLERK, U.S. DISTRICT COURT

COMPLAINT

NOW COMES the plaintiff, FULL RIVER BATTERY MANUFACTURE CO., LTD, a corporation, by its attorneys, Marian S. K. Ming & Associates, and complaining of the defendant, JANES POWER SYSTEMS, INC., states:

THE PARTIES

1. At all times herein mentioned, the plaintiff, FULL RIVER BATTERY MANUFACTURE CO., LTD. ("Full River"), was and is a corporation duly organized under the laws of The People's Republic of China with its principal place of business in Guangzhou, China.

2. That Defendant, JANES POWER SYSTEMS, INC. ("Janes Power") was and is a corporation duly organized under the laws of the State of Illinois.

JURISDICTION AND VENUE

3. Full River incorporates the allegations contained in Paragraphs 1 through 2 as if fully rewritten herein.

4. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §1332, because the citizenship of plaintiff and defendant is completely diverse.

5. The amount in controversy exceeds Seventy five thousand (75,000.00) dollars (exclusive of interest and costs).

6. Venue is proper pursuant to 28 U.S.C. §1391(a), because a substantial part of the events or omissions giving rise to the claims occurred in this District.

### **FACTS AND BACKGROUND**

7. Full River incorporates herein as if fully written all of the allegations contained in paragraphs 1 through 6 above.

8. On October 18, 2005, the Defendant issued a Purchase Order to Full River for Nine Hundred Fifty Eight (958) BPI Model ER170FT Front Terminal Telecom Batteries at the rate of \$112.00. See Exhibit A.

9. The order was shipped into three containers. The first container contained 320pcs, and was Shipped on Board December 28, 2005. The other two containers contained Six Hundred Thirty Eight (638) pieces, and was Shipped on Board January 21, 2006. See Exhibit B and C.

10. On December 28, 2005, the Defendant issued another Purchase Order to Full River for Six Hundred Thirty Six (636) BPI Model ER170FT Front Terminal Telecom Batteries at the rate of \$112.00. See Exhibit D.

11. The Second Purchase Order was divided into two containers and shipped on board February 21, 2006, and March 9, 2006. see Exhibit E and F

12. At the end of March of 2006, the Full River received the payment \$35840.00 for the shipment of Batteries.

13. All the Ordered Batteries were Received and Accepted by the Defendant.

14. Full River has repeatedly requested payment for the remaining balance for delivered goods from the Defendant.

15. Defendant has ignored all requests and refuses to pay for the goods.

**COUNT I**  
**(Breach of Contract)**

16. Full River incorporates herein as if fully written all of the allegations contained in paragraphs 1 through 15 above.

17. On October 5, 2005, and December 28, 2005, Full River accepted Janes Power's Purchase Orders and extended Janes Power credit on the Purchase.

18. The Batteries were actually delivered to the Defendant.

19. Full River performed all of the conditions required of it pursuant to the sales of the Batteries.

20. The defendant received and accepted all the shipments of the Batteries.

21. The Defendant Materially breached the terms of the contracts by refusing to pay Full River the Due and owing amount of \$142,688.00.

22. Defendant Materially Breached the contracts without justification or excuse.

23. As a direct and proximate result of Defendant's Breach of contract, Full River has suffered and will continue to suffer damages in excess of \$142,688.00

**COUNT II**  
**(Promissory Estoppel)**

24. Full River incorporates herein as if fully written all of the allegations contained in paragraphs 1 through 23 above.

25. Defendant unambiguously promised to pay all the amounts due and owing for the Batteries received by Defendant.

26. Full River relied upon Defendant's promise to pay and Extended Credit to Defendant.

27. Full River's reliance upon Defendant's promise was reasonable

28. Full River relied upon Defendant's promise to its detriment.

29. As a direct and proximate result of Defendant's failure to keep its promise, Full River has suffered and will continue to suffer damages in excess of \$142,688.00

**COUNT III**  
**(Conversion)**

30. Full River incorporates herein as if fully written all of the allegations contained in paragraphs 1 through 29 above.

31. Defendant intentionally caused Full River to extend credit and to deliver Batteries.

32. Defendant had and has no rights to the Batteries.

33. Defendant wrongfully deprived Full River of its right to possession and/or control of the Batteries or the Funds extended.

34. As a direct and proximate result of Defendant's wrongful and deliberate actions, Full River has suffered and will continue to suffer damages in excess of \$142,688.00

**COUNT IV**  
**(Unjust Enrichment)**

35. Full River incorporates herein as if fully written all of the allegations contained in paragraphs 1 through 34 above.

36. Full River conferred upon the Defendant the benefit of the Batteries and the Credit.

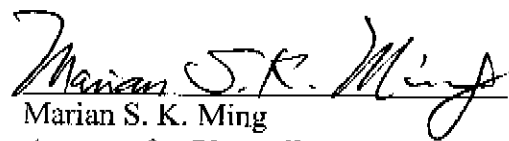
37. Full River is actually entitled to payment for the Batteries or the Batteries.

38. Defendant has been unjustly enriched as a result of receiving the Batteries without paying the said Batteries.

WHEREFORE Plaintiff, Full River, prays that this Court enter a judgment in its favor and against Defendant, Janes Power, as follows:

- A. Judgment against Defendant and in Full River's favor in the amount of \$142,688.00 plus post-judgment interest at the Statutory rate of 9%;
- B. For collection costs or attorneys' fees in the amount of \$52,000.00 and Plaintiff's costs of its suit.
- C. Punitive damages against Defendant in the amount of \$80,000.00;
- D. Such other and further relief as this Court deems just and proper.

Respectfully Submitted,



Marian S. K. Ming  
*Attorney for Plaintiff*  
*Full River Battery Manufacture Co., LTD*

Marian S. K. Ming & Associates  
One North LaSalle Street, Suite 2205  
Chicago, Illinois 60602  
(312) 782 - 8200  
(312) 782 - 7072 (fax)  
Email: [minglaw@msn.com](mailto:minglaw@msn.com)

## Exhibits

- Exhibit A..... Janes Power Purchase Order Dated October 18, 2005
- Exhibit B..... Bill of Landing Dated December 28, 2005
- Exhibit C..... Bill of Landing Dated January 21, 2006
- Exhibit D..... Janes Power Purchase Order Dated December 28, 2005
- Exhibit E..... Bill of Landing Dated February 21, 2006
- Exhibit F..... Bill of Landing Dated March 6, 2006

## **Exhibit A**

Marian S. K. Ming & Associates  
One North LaSalle Street, Suite 2205  
Chicago Illinois, 60602

詹氏公司可單一 ①



## Purchase Order

Date	P.O. No.
10/18/2005	11346

10/18/05

Vendor
FULL RIVER NORTH AMERICA DOUG PIERCE 949 N. LARCH ELMHURST, IL 60126 610 927 9921 office

Ship To
NEXTEL PARTNERS INC. C/O JANES POWER SYSTEMS, INC WILL ADVISE STREET PENSACOLA, FL

Issued by	Terms	Expected	Ship Via	FOB
DFI	Net 30	12/16/2005	BEST WAY GROUND	ELMHURST
Item	Description	Qty	Rate	Amount
CC-ER170FT	BPI MODEL ER170FT FRONT TERMINAL TELECOM BATTERY, RATED 12 VDC, 160 AH, 21.65" x 4.33" x 11.3"H, 114 LBS.  MUST NOTIFY JANES POWER SYSTEMS, CHRIS WEGENER TWO WEEKS PRIOR TO DELIVERY AND AGAIN 48 HOURS PRIOR TO DELIVERY PHONE 630-682-9955	958	112.119	107,296.00
			<b>Total</b>	<b>\$107,296.00</b>



## **Exhibit B**

Marian S. K. Ming & Associates  
One North LaSalle Street, Suite 2205  
Chicago Illinois, 60602

1/6

PAGE: 1

**LYKES LINES, A DIVISION OF CP SHIPS USA, LLC**  
www.lykeslines.com

**BILL OF LADING**

SHIPPER/EXPORTER (complete name and address) FULLRIVER BATTERY MANUFACTURE CO., LTD TAISHI INDUSTRIAL AREA YUWOTOU TOWN, PANYU ZONE, GUANGZHOU CHINA		BOOKING NO. SZXDL06299	BILL OF LADING NO. SZXDL062990	
		EXPORT REFERENCES		CUSTOMER REFERENCES
CONSIGNEE (not negotiable unless consigned to order) JAMES POWER SYSTEMS INC. 155-A EAST SAINT CHARLES RD CAROL STREAM, IL 60188-2081		FORWARDING AGENT	FMC NO.	CHB NO.
NOTIFY (complete name and address) FEDEX TRADE NETWORKS 49 PAVILION AVE PROVIDENCE, RI 02905 ATTN: MS. CINDY TEL: 401-941-2694 FAX: 401-941-6340		ALSO NOTIFY ROUTING & INSTRUCTIONS NORTH AMERICAN POWER GROUP LLC 323 KENTUCKY AVE SINKING SPRING PA 19608 ATTN: DOUG PIERCE TEL: 610-927-9921 FAX: 484-214-0196		
*PRE-CARRIAGE BY	*PLACE OF RECEIPT BY PRE-CARRIER	POINT (STATE) OF ORIGIN OR FTZ NUMBER		
CARRIAGE CP MONTERREY 0266	PORT OF LOADING CHIWAN	LOADING PIER/TERMINAL CHIWAN		
PORT OF DISCHARGE VANCOUVER	*PLACE OF DELIVERY BY OMCARRIER ELMHURST, IL, US	TRANSPORT MODE CY - DC	TARIFF NO. / SERVICE CONTRACT NO. 019627-368 APPROVAL	
*Applicable only when used in multimodal service.				
SHIPMENT CODE-MARKS & NUMBERS				
CONTAINER & SEAL NUMBERS				
PARTICULARS FURNISHED BY SHIPPER				
NO. OF PKGS.				
DESCRIPTION OF PACKAGES AND GOODS				
GROSS WEIGHT				
MEASUREMENT				

NPA-NEXTEL  
P/NO: 11346  
F/W: 03 K5 TO FL

1 SHIPPER'S WEIGHT, LOAD AND COUNT  
CY/DOOR

320 CARTONS (14 PLTS)  
BATTERY  
NOT CONTAINING LITHIUM, SODIUM,  
(POTASSIUM, HYDROXIDE)

THIS SHIPMENT CONTAINS SOLID  
WOOD PACKING MATERIALS AND DID  
FUMIGATION

DESTINATION AGENT  
LYKES LINES LTD, LLC  
401 EAST JACKSON STREET SUITE 3300  
TAMPA, FL 33602  
TEL: +1 813 276 4600

TOTAL: 1X20'DM CONTAINER ONLY  
320 CARTON(S)

CN: PRSU2169257  
SNL: 0204023

1st Container  
delivered 1/19  
ETA: 1/19

17144.000KG 11.620CM  
37795.662LB 410.356CF

IMPORT CONTAINER DEMURRAGE/DETENTION CHARGES WILL APPLY TO CONSIGNEE AT

CONTINUED ON PAGE: 2

Received in apparent good order and condition (unless otherwise stated herein) the total number of containers or other packages or units indicated above in accepting this document, albeit without signing it himself, the merchant declares and accepts that the carrier is subject to all the terms and conditions, including the terms and conditions, on the reverse hereof, whether written, printed, stamped or otherwise incorporated into the terms and conditions of the carrier's applicable tariff, particularly as regards CONTAINER AND VEHICLE DEMURRAGE. The carrier has the right and goods on deck as per clause 17.1 of the Bill of Lading. If the carrier is required, before he arranges delivery of the goods, one original Bill of Lading duly endorsed, must be surrendered by the merchant to the carrier, or unless stated, the number of originals stated below have been issued, one of which being accomplished, the others to be void. FOR SEA WAYBILL/EXPRESS BILL: The Goods shipped under this Sea Waybill will be delivered to the party named above as consignee or its authorized agents, on production of proof of identity, without any documents formalities. Delivery otherwise than to the party and at the place set out above, at the request of the consignee, may be agreed by the carrier but subject always to the carrier's agreement. The carrier, to exercise due care, ensuring that delivery is made to the proper party, however, in case of incorrect delivery, no responsibility will be accepted unless due care is taken to respect the terms of the carrier. At reference to "Bill of Lading" in this document should be taken to read "Sea Waybill" / "Express Bill" when printing Sea Waybills / Express Bills.

FREIGHT CHARGES	PAY AT	RATE BASIS	PREPAID	COLLECT	Declared Cargo Value	If Merchant enters a value, carrier's limitations of liability shall not apply and the ad valorem rate will be charged. See clause 18 and carrier's tariff.
					NO. OF ORIGINAL B(s)/L 03 - THREE	
					BILL OF LADING NO. SZXDL062990	
					<b>COPY</b>	
					PLACE OF ISSUE GUANG ZHOU	DATE 28 DEC 05
					By: YUE XIO LOGISTICS	
					As Agents for the Carrier	
					LYKES LINES, A DIVISION OF CP SHIPS USA, LLC	
					401 E. Jackson Street	
					Tampa, FL 33602 USA	
TOTAL CHARGES						

..PAGE: 11..

SHIPPER/EXPORTER (complete name and address) FULLRIVER BATTERY MANUFACTURE CO., LTD. TAISHI INDUSTRIAL AREA, YUWOTOU TOWN, PANYU ZONE, GUANGZHOU CHINA		BOOKING NO.  SZXDL06299		BILL OF LADING NO.  SZXDL062990	
		EXPORT REFERENCES		CUSTOMER REFERENCES	
CONSIGNEE (not negotiable unless consigned to order)  JANES POWER SYSTEMS INC. 155-A EAST SAINT CHARLES RD CAROL STREAM, IL 60188-2081		FORWARDING AGENT		FMC NO.	CHB NO.
NOTIFY (complete name and address) FEDEX TRADE NETWORKS 49 PAVILION AVE PROVIDENCE, RI 02905 ATTN: MS. CINDY TEL: 401-941-2694 FAX: 401-941-6340		ALSO NOTIFY - ROUTING & INSTRUCTIONS NORTH AMERICAN POWER GROUP LLC 323 KENTUCKY AVE SINKING SPRING PA 19608. ATTN: DOUG PIERCE TEL: 610-927-9921 FAX: 484-214-0196			
*PRE-CARRIAGE BY	*PLACE OF RECEIPT BY PRE-CARRIER	POINT (STATE) OF ORIGIN OR FTZ NUMBER			
REL VOYAGE CP MONTERREY 026E	PORT OF LOADING CHIWAN	LOADING PIER/TERMINAL CHIWAN			
PORT OF DISCHARGE VANCOUVER	*PLACE OF DELIVERY BY ONCARRIER ELMHURST, IL, US	TRANSPORT MODE CY - DC	TARIFF NO.	SERVICE CONTRACT NO.	
* Applicable only when used in multimodal services.		019627-368 APPROVAL			
PARTICULARS FURNISHED BY SHIPPER					
SHIPMENT CODE MARKS & NUMBERS CONTAINER & SEAL NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS		GROSS WEIGHT	MEASUREMENT

DESTINATION AFTER PRESTIME EXPIRES AS PER CARRIER TARIFF/CONTRACT  
SHIPPED ON BOARD DATE: DEC 28, 2005  
FREIGHT PREPAID

[illegible]

FREIGHT CHARGES	PAY AT	RATE BASIS	PREPAID	COLLECT	<p>Declared Cargo Value &gt; \$5000.00 If Amount exceeds a value carrier's limitation of liability when not apply and the ad valorem rate will be charged. See clause 16 and carrier's terms</p>
					<p>NO. OF ORIGINAL B/Ls/L 03 + THREE</p> <p>BILL OF LADING NO. 52XDL062350</p> <p><b>COPY</b></p> <p>PLACE OF ISSUE DATE</p> <p>GUANG ZHOU 28 DEC 05</p> <p>A full set of original B/Ls of Lading is hereby issued by the Carrier.</p> <p>By YUE XIU LOGISTICS</p> <p>As Agents for the Carrier</p>
TOTAL CHARGES					<p>LYKES LINE, A DIVISION OF CF SHIPS USA, LLC</p> <p>401 E. Jackson Street</p>

## **Exhibit C**

Marian S. K. Ming & Associates  
One North LaSalle Street, Suite 2205  
Chicago Illinois, 60602



# BILL OF LADING

SHIPPER/EXPORTER (complete name and address) FULLRIVER BATTERY MANUFACTURE CO., LTD. TAISHI INDUSTRIAL AREA, YUWOTOU TOWN, PANYU ZONE, GUANGZHOU CHINA		BOOKING NO. SZXWL13214		BILL OF LADING NO. SZXWL132140	
		EXPORT REFERENCES		CUSTOMER REFERENCES	
CONSIGNEE (not negotiable unless consigned to order)  NORTH AMERICAN POWER GROUP LLC 323 KENTUCKY AVE. SINKING SPRING PA 19608 ATTN: DOUG PIERCE TEL: 610-927-9921 FAX: 484-214-0196		FORWARDING AGENT FMC NO. CHN NO.			
NOTIFY (complete name and address) PEDEX TRADE NETWORKS 49 PAVILION AVE PROVIDENCE, RI 02905 ATTN: MS. CINDY TEL: 401-941-2694 FAX: 401-941-6340		ALSO NOTIFY - ROUTING & INSTRUCTIONS NORTH AMERICAN POWER GROUP LLC 323 KENTUCKY AVE SINKING SPRING PA 19608 ATTN: DOUG PIERCE TEL: 610-927-9921 FAX: 484-214-0196			
*PRE-CARRIAGE BY		*PLACE OF RECEIPT BY PRE-CARRIER		POINT (STATE) OF ORIGIN OR FTZ NUMBER	
VESSEL/VOYAGE CANMAR PROMISE 028E		PORT OF LOADING CHIWAN		LOADING PIER/TERMINAL CHIWAN	
PORT OF DISCHARGE VANCOUVER		*PLACE OF DELIVERY BY ON-CARRIER ELMHURST, IL, US		TRANSPORT MODE CY-DC	
				TARIFF NO. / SERVICE CONTRACT NO. 019627-367 05722	
*Applicable only when used in multimodal services					
PARTICULARS FURNISHED BY SHIPPER					
SHIPMENT CODE MARKS & NUMBERS CONTAINER & SEAL NUMBERS		NO. OF PKGS.		DESCRIPTION OF PACKAGES AND GOODS	
NAB-NEXTEL P/NO: 11346 PIN: 03-K5 TO IL		2		SHIPPER'S WEIGHT, LOAD AND COUNT CY/DOOR  638 CARTONS (28 PLTS) BATTERY  NOT CONTAINING LITHIUM, SODIUM, (POTASSIUM, HYDROXIDE)  THIS SHIPMENT CONTAINS SOLID WOOD PACKING MATERIALS AND DID FUMIGATION  UNITED STATES AGENT TAMPA LYKES LINES LTD, LLC 401 EAST JACKSON STREET SUITE 3300 TAMPA FL 33602 TEL: +1 813 276 4600  TOTAL: 1X20' DM & 1X20' DC CONTAINERS ONLY 318 CARTON (S)	
CN: CPSU1718607				GROSS WEIGHT 34182.000KG 75357.637LB  17039.000KG	
				MEASUREMENT 23.240CM 820.711CF  11.620CM	
CONTINUED ON PAGE 2					
<p>Received in apparent good order and condition (unless otherwise stated herein) the total number of containers or other packages or units indicated above in accepting this document. Goods without marking is dangerous. The shipper warrants, covers and accepts that carriage is subject to all the terms and conditions, including the terms and conditions, on the reverse hereof, whether written, printed, stamped or otherwise incorporated and the bills and documents of the carrier, applicable particularly as regards CONTAINER AND VEHICLE DEMURRAGE. Carriage to be from the Place of Receipt to the Port of Loading, to the Port of Discharge or Place of Delivery, whichever is applicable. The carrier, from the time when the goods are loaded on deck as per clause 11, FOR BILLS OF LADING, if the carrier requires, before the carriage delivery of the goods, the original Bill of Lading, duly endorsed, must be presented for delivery to the consignee. The carrier, from the time when the goods are loaded on deck as per clause 11, FOR BILLS OF LADING, if the carrier requires, before the carriage delivery of the goods, the original Bill of Lading, duly endorsed, must be presented for delivery to the consignee. The carrier, from the time when the goods are loaded on deck as per clause 11, FOR BILLS OF LADING, if the carrier requires, before the carriage delivery of the goods, the original Bill of Lading, duly endorsed, must be presented for delivery to the consignee. The carrier, from the time when the goods are loaded on deck as per clause 11, FOR BILLS OF LADING, if the carrier requires, before the carriage delivery of the goods, the original Bill of Lading, duly endorsed, must be presented for delivery to the consignee. The carrier, from the time when the goods are loaded on deck as per clause 11, FOR BILLS OF LADING, if the carrier requires, before the carriage delivery of the goods, the original Bill of Lading, duly endorsed, must be presented for delivery to the consignee. The carrier, from the time when the goods are loaded on deck as per clause 11, FOR BILLS OF LADING, if the carrier requires, before the carriage delivery of the goods, the original Bill of Lading, duly endorsed, must be presented for delivery to the consignee. The carrier, from the time when the goods are loaded on deck as per clause 11, FOR BILLS OF LADING, if the carrier requires, before the carriage delivery of the goods, the original Bill of Lading, duly endorsed, must be presented for delivery to the consignee. The carrier, from the time when the goods are loaded on deck as per clause 11, FOR BILLS OF LADING, if the carrier requires, before the carriage delivery of the goods, the original Bill of Lading, duly endorsed, must be presented for delivery to the consignee. The carrier, from the time when the goods are loaded on deck as per clause 11, FOR BILLS OF LADING, if the carrier requires, before the carriage delivery of the goods, the original Bill of Lading, duly endorsed, must be presented for delivery to the consignee. The carrier, from the time when the goods are loaded on deck as per clause 11, FOR BILLS OF LADING, if the carrier requires, before the carriage delivery of the goods, the original Bill of Lading, duly endorsed, must be presented for delivery to the consignee. The carrier, from the time when the goods are loaded on deck as per clause 11, FOR BILLS OF LADING, if the carrier requires, before the carriage delivery of the goods, the original Bill of Lading, duly endorsed, must be presented for delivery to the consignee. The carrier, from the time when the goods are loaded on deck as per clause 11, FOR BILLS OF LADING, if the carrier requires, before the carriage delivery of the goods, the original Bill of Lading, duly endorsed, must be presented for delivery to the consignee. The carrier, from the time when the goods are loaded on deck as per clause 11, FOR BILLS OF LADING, if the carrier requires, before the carriage delivery of the goods, the original Bill of Lading, duly endorsed, must be presented for delivery to the consignee. The carrier, from the time when the goods are loaded on deck as per clause 11, FOR BILLS OF LADING, if the carrier requires, before the carriage delivery of the goods, the original Bill of Lading, duly endorsed, must be presented for delivery to the consignee. The carrier, from the time when the goods are loaded on deck as per clause 11, FOR BILLS OF LADING, if the carrier requires, before the carriage delivery of the goods, the original Bill of Lading, duly endorsed, must be presented for delivery to the consignee. The carrier, from the time when the goods are loaded on deck as per clause 11, FOR BILLS OF LADING, if the carrier requires, before the carriage delivery of the goods, the original Bill of Lading, duly endorsed, must be presented for delivery to the consignee. The carrier, from the time when the goods are loaded on deck as per clause 11, FOR BILLS OF LADING, if the carrier requires, before the carriage delivery of the goods, the original Bill of Lading, duly endorsed, must be presented for delivery to the consignee. The carrier, from the time when the goods are loaded on deck as per clause 11, FOR BILLS OF LADING, if the carrier requires, before the carriage delivery of the goods, the original Bill of Lading, duly endorsed, must be presented for delivery to the consignee. The carrier, from the time when the goods are loaded on deck as per clause 11, FOR BILLS OF LADING, if the carrier requires, before the carriage delivery of the goods, the original Bill of Lading, duly endorsed, must be presented for delivery to the consignee. The carrier, from the time when the goods are loaded on deck as per clause 11, FOR BILLS OF LADING, if the carrier requires, before the carriage delivery of the goods, the original Bill of Lading, duly endorsed, must be presented for delivery to the consignee. The carrier, from the time when the goods are loaded on deck as per clause 11, FOR BILLS OF LADING, if the carrier requires, before the carriage delivery of the goods, the original Bill of Lading, duly endorsed, must be presented for delivery to the consignee. The carrier, from the time when the goods are loaded on deck as per clause 11, FOR BILLS OF LADING, if the carrier requires, before the carriage delivery of the goods, the original Bill of Lading, duly endorsed, must be presented for delivery to the consignee. The carrier, from the time when the goods are loaded on deck as per clause 11, FOR BILLS OF LADING, if the carrier requires, before the carriage delivery of the goods, the original Bill of Lading, duly endorsed, must be presented for delivery to the consignee. The carrier, from the time when the goods are loaded on deck as per clause 11, FOR BILLS OF LADING, if the carrier requires, before the carriage delivery of the goods, the original Bill of Lading, duly endorsed, must be presented for delivery to the consignee. The carrier, from the time when the goods are loaded on deck as per clause 11, FOR BILLS OF LADING, if the carrier requires, before the carriage delivery of the goods, the original Bill of Lading, duly endorsed, must be presented for delivery to the consignee. The carrier, from the time when the goods are loaded on deck as per clause 11, FOR BILLS OF LADING, if the carrier requires, before the carriage delivery of the goods, the original Bill of Lading, duly endorsed, must be presented for delivery to the consignee. The carrier, from the time when the goods are loaded on deck as per clause 11, FOR BILLS OF LADING, if the carrier requires, before the carriage delivery of the goods, the original Bill of Lading, duly endorsed, must be presented for delivery to the consignee. The carrier, from the time when the goods are loaded on deck as per clause 11, FOR BILLS OF LADING, if the carrier requires, before the carriage delivery of the goods, the original Bill of Lading, duly endorsed, must be presented for delivery to the consignee. The carrier, from the time when the goods are loaded on deck as per clause 11, FOR BILLS OF LADING, if the carrier requires, before the carriage delivery of the goods, the original Bill of Lading, duly endorsed, must be presented for delivery to the consignee. The carrier, from the time when the goods are loaded on deck as per clause 11, FOR BILLS OF LADING, if the carrier requires, before the carriage delivery of the goods, the original Bill of Lading, duly endorsed, must be presented for delivery to the consignee. The carrier, from the time when the goods are loaded on deck as per clause 11, FOR BILLS OF LADING, if the carrier requires, before the carriage delivery of the goods, the original Bill of Lading, duly endorsed, must be presented for delivery to the consignee. The carrier, from the time when the goods are loaded on deck as per clause 11, FOR BILLS OF LADING, if the carrier requires, before the carriage delivery of the goods, the original Bill of Lading, duly endorsed, must be presented for delivery to the consignee. The carrier, from the time when the goods are loaded on deck as per clause 11, FOR BILLS OF LADING, if the carrier requires, before the carriage delivery of the goods, the original Bill of Lading, duly endorsed, must be presented for delivery to the consignee. The carrier, from the time when the goods are loaded on deck as per clause 11, FOR BILLS OF LADING, if the carrier requires, before the carriage delivery of the goods, the original Bill of Lading, duly endorsed, must be presented for delivery to the consignee. The carrier, from the time when the goods are loaded on deck as per clause 11, FOR BILLS OF LADING, if the carrier requires, before the carriage delivery of the goods, the original Bill of Lading, duly endorsed, must be presented for delivery to the consignee. The carrier, from the time when the goods are loaded on deck as per clause 11, FOR BILLS OF LADING, if the carrier requires, before the carriage delivery of the goods, the original Bill of Lading, duly endorsed, must be presented for delivery to the consignee. The carrier, from the time when the goods are loaded on deck as per clause 11, FOR BILLS OF LADING, if the carrier requires, before the carriage delivery of the goods, the original Bill of Lading, duly endorsed, must be presented for delivery to the consignee. The carrier, from the time when the goods are loaded on deck as per clause 11, FOR BILLS OF LADING, if the carrier requires, before the carriage delivery of the goods, the original Bill of Lading, duly endorsed, must be presented for delivery to the consignee. The carrier, from the time when the goods are loaded on deck as per clause 11, FOR BILLS OF LADING, if the carrier requires, before the carriage delivery of the goods, the original Bill of Lading, duly endorsed, must be presented for delivery to the consignee. The carrier, from the time when the goods are loaded on deck as per clause 11, FOR BILLS OF LADING, if the carrier requires, before the carriage delivery of the goods, the original Bill of Lading, duly endorsed, must be presented for delivery to the consignee. The carrier, from the time when the goods are loaded on deck as per clause 11, FOR BILLS OF LADING, if the carrier requires, before the carriage delivery of the goods, the original Bill of Lading, duly endorsed, must be presented for delivery to the consignee. The carrier, from the time when the goods are loaded on deck as per clause 11, FOR BILLS OF LADING, if the carrier requires, before the carriage delivery of the goods, the original Bill of Lading, duly endorsed, must be presented for delivery to the consignee. The carrier, from the time when the goods are loaded on deck as per clause 11, FOR BILLS OF LADING, if the carrier requires, before the carriage delivery of the goods, the original Bill of Lading, duly endorsed, must be presented for delivery to the consignee. The carrier, from the time when the goods are loaded on deck as per clause 11, FOR BILLS OF LADING, if the carrier requires, before the carriage delivery of the goods, the original Bill of Lading, duly endorsed, must be presented for delivery to the consignee. The</p>					



## **Exhibit D**

Marian S. K. Ming & Associates  
One North LaSalle Street, Suite 2205  
Chicago Illinois, 60602

詹氏公司订单②

**Purchase Order**

Date	P.O. No.
12/28/2005	11437

12/28/05

Vendor 詹氏
FULLRIVER NORTH AMERICA DOUG PIERCE 949 N. LARCH ELMHURST, IL 60126 610 927 9921 office

Ship To
Janes Power Systems, Inc. 155-A East Saint Charles Road Carol Stream, IL 60188

Issued by	Terms	Expected	Ship Via	FOB
bl	Net 30	12/28/2005	BEST WAY GROUND	
Item	Description	Qty	Rate	Amount
CC-ER170FT	BFI MODEL ER170FT FRONT TERMINAL TELECOM BATTERY, RATED 12 VDC, 160 AH, 21.65 x 4.33 x 11.3"H, 114 LBS.  MUST NOTIFY JANES POWER SYSTEMS, CHRIS WEGENER TWO WEEKS PRIOR TO DELIVERY AND AGAIN 48 HOURS PRIOR TO DELIVERY. PHONE 630-682-9955	636	112.00	71,232.00
			<b>Total</b>	\$71,232.00



## **Exhibit E**

Marian S. K. Ming & Associates  
One North LaSalle Street, Suite 2205  
Chicago Illinois, 60602

**CP SHIPS USA, LLC**  
www.cpships.com

PAGE: 1

BILL OF LADING

SHIPPER/EXPORTER (complete name and address) FULLRIVER BATTERY MANUFACTURE CO., LTD. TAISHI INDUSTRIAL AREA, YUWOTOU TOWN, PANYU ZONE, GUANGZHOU CHINA		BOOKING NO.  CB0CU00124		BILL OF LADING NO.  CB0CU001240	
		EXPORT REFERENCES		CUSTOMER REFERENCES	
CONSIGNEE (not negotiable unless consigned to order)  NORTH AMERICAN POWER GROUP LLC 323 KENTUCKY AVE. SINKING SPRING PA 19608 ATTN: DOUG PIERCE TEL: 610-927-9921 FAX: 484-214-0196		FORWARDING AGENT		FMC NO.	CHB NO.
NOTIFY (complete name and address) PEDEX TRADE NETWORKS 49 PAVILION AVE. PROVIDENCE, RI 02905 ATTN: MS. CINDY TEL: 401-941-2694 FAX: 401-941-6340		ALSO NOTIFY - ROUTING & INSTRUCTIONS NORTH AMERICAN POWER GROUP LLC 323 KENTUCKY AVE. SINKING SPRING PA 19608 ATTN: DOUG PIERCE TEL: 610-927-9921 FAX: 484-214-0196			
*PRE-CARRIAGE BY	*PLACE OF RECEIPT BY PRE-CARRIER	POINT (STATE) OF ORIGIN OR FTZ NUMBER			
VESSEL VOYAGE OOCL VANCOUVER 001E	PORT OF LOADING SHKQV	LOADING PIERTERMINAL SKXKV			
OF DISCHARGE VANCOUVER	*PLACE OF DELIVERY BY ENCARRIER CAROL STREAM, IL, US	TRANSPORT MODE CY - DC	TARIFF NO. 019627-015 APPROVAL	SERVICE CONTRACT NO.	
<small>* Applicable only when used in multimodal service.</small>					
SHIPMENT CODE MARKS & NUMBERS		PARTICULARS FURNISHED BY SHIPPER			
CONTAINER & SEAL NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS		GROSS WEIGHT	MEASUREMENT
NAP-NEXTEL P/NQ-11437 PI#-01-K6 TO IL (15 CARTONS)	1	SHIPPER'S WEIGHT, LOAD AND COUNT CY/DOOR  318 CARTONS (14 FLTS) BATTERY  (NOT CONTAINING LITHIUM, SODIUM, POTASSIUM HYDROXIDE)  THIS SHIPMENT CONTAINS SOLID WOOD PACKING MATERIALS AND DID FUMIGATION.  TO DOOR ADD: 155-A EAST SAINT CHARLES ROAD, CAROL STREAM, IL 60188 USA  UNITED STATES AGENT: TAMPA LYKES LINES LTD, LLC 401 EAST JACKSON STREET SUITE 3300 TAMPA FL 33602 TEL: +1 813 276 4600			
ETA: 3/13					
CONTINUED ON PAGE 2					
<small>Received in blank or good order and condition unless otherwise stated herein. The total number of containers or other packages or units indicated above in describing this document, when without signing it himself, the merchant expresses his approval of the cargo as shown on the bill of lading and conditions, including the terms and conditions, on the reverse hereof, whether written, printed, stamped or otherwise incorporated and the terms and conditions of the carrier's liability shall apply to the goods. Goods are subject to inspection by the carrier at any time and place before loading, during transit and after discharge. If the carrier so requires, before he arranges delivery of the goods, one copy of Bill of Lading, duly endorsed, must be surrendered by the merchant to the carrier. In witness whereof, the number of originals stated below have been signed, one of which being acknowledged, the others to be void. FOR SEA WAYBILL SEE MARINE BILL OF LADING. The Goods shipped under this Sea Waybill will be delivered to the party named above as consignee or its authorized agents, on production of proof of identity without any documents formalities. Delivery otherwise than to the party and at the place set out above, at the request of the consignee, may be carried by the carrier but subject always to the shipper's agreement. The carrier to exercise due care, ensuring that delivery is made to the proper party. However, in case of incorrect delivery, no responsibility will be accepted unless due to fault or neglect on the part of the carrier. All references to "Bill of Lading" in this document should be taken to read "Sea Waybill". Express full weight Marine Sea Waybill - Express Bill.</small>					
FREIGHT CHARGES PAY AT		RATE BASIS	PREPAID	COLLECT	<small>Declared Cargo Value:</small> If Merchant enters a value, carrier's limitation of liability shall not apply and the ad valorem rate will be charged. See clause 32 and carrier's tariff.
					NO. OF ORIGINAL B/L 03 - THREE
					BILL OF LADING NO. CB0CU001240
					PLACE OF ISSUE DATE GUANG ZHOU 21 FEB 06
					By YUE XIU LOGISTICS
TOTAL CHARGES					As Agents for the Carrier CP SHIPS USA, LLC



CP SHIPS USA, LLC  
www.cpships.com

PAGE: 2

# BILL OF LADING

SHIPPER/EXPORTER (complete name and address) FULLRIVER BATTERY MANUFACTURE CO., LTD. TAISHI INDUSTRIAL AREA, YUWOTOU TOWN, PANYU ZONE, GUANGZHOU CHINA		BOOKING NO. CB0CU00124	BILL OF LADING NO. CB0CU001240
		EXPORT REFERENCES	CUSTOMER REFERENCES
CONSIGNEE (not negotiable unless consigned to order)  NORTH AMERICAN POWER GROUP LLC 323 KENTUCKY AVE. SINKING SPRING PA 19608 ATTN: DOUG PIERCE TEL: 610-927-9921 FAX: 484-214-0196		FORWARDING AGENT	FMC NO. CHB NO.
NOTIFY (complete name and address) FEDEX TRADE NETWORKS 49 PAVILION AVE. PROVIDENCE, RI 02905 ATTN: MS. CINDY TEL: 401-941-2694 FAX: 401-941-6340		ALSO NOTIFY, ROUTING & INSTRUCTIONS NORTH AMERICAN POWER GROUP LLC 323 KENTUCKY AVE. SINKING SPRING PA 19608 ATTN: DOUG PIERCE TEL: 610-927-9921 FAX: 484-214-0196	
*PRE-CARRIAGE BY	*PLACE OF RECEIPT BY PRE-CARRIER	POINT (STATE) OF ORIGIN OR FT2 NUMBER	
VESSEL/VOYAGE OOCL VANCOUVER 001E	PORT OF LOADING SHEKOU	LOADING PIER/TERMINAL SHEKOU	
PORT OF DISCHARGE VANCOUVER	*PLACE OF DELIVERY BY ONCARRIER CAROL STREAM, IL, US	TRANSPORT MODE CY - DC	TARIFF NO. / SERVICE CONTRACT NO. 015627-015 APPROVAL
*Applicable only when used in multimodal services.			
PARTICULARS FURNISHED BY SHIPPER			
SHIPMENT CODE - MARKS & NUMBERS CONTAINER & SEAL NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT MEASUREMENT

CN: FCIU2495450  
SN: 0199291

TOTAL: 1X20' DH CONTAINER ONLY  
318 CARTONS

17039.000KG 11.620CM  
37564.179LB 410.356CF

SHIPPED ON BOARD DATE: FEB 21, 2006  
IMPORT CONTAINER DEMURRAGE/DETENTION CHARGES WILL APPLY TO CONSIGNEE AT  
DESTINATION AFTER FREETIME EXPIRES AS PER CARRIER TARIFF/CONTRACT.  
\*FREIGHT PREPAID\*

Received in apparent good order and condition (unless otherwise stated herein) the total number of containers or other packages or units indicated above is accepting this document. Where without signing it himself, the merchant expressly agrees and accepts that carriage is subject to all the terms and conditions, including the terms and conditions, on the reverse hereof, whether written, printed, stamped or otherwise incorporated and the latest and corrections of the carrier and goods on deck as per clause 11. FOR SALES OF LADING, if the carrier so requires, before he issues delivery of the goods, are original Bill of Lading, duly endorsed, must be surrendered by the merchant to the carrier. In witness whereof, the number of bills stated below have been issued, one of which being accomplished, are to be valid. FOR B/LA WAVEBILL/EX-PRESS BILLS: The goods shipped under this Bill of Lading will be delivered to the party named above as consignee or its authorized agent, on production of proof of identity without any documents for release. Delivery otherwise than to the party and at the place set out above, at the request of the consignee, may be effected by the carrier but subject always to the above agreement. The carrier to exercise due care, ensuring that delivery is made to the proper party. However, in case of incorrect delivery, no responsibility will be accepted unless due to lack or neglect on the part of the carrier. All references to "Bill of Lading" in this document should be read to apply "Sea Waybill" / "Express Bill" when printing Sea Waybill / Express Bill.

FREIGHT CHARGES	PAY AT	RATE BASIS	PREPAID	COLLECT	Declared Cargo Value: If Merchant enters a value, carrier's limitation of liability shall not apply and the declared value will be charged. See clause 10 and carrier's tariff.
					NO. OF ORIGINAL B/L 03 - THREE
					BILL OF LADING NO. CB0CU001240
					PLACE OF ISSUE DATE GUANG ZHOU 21 FEB 06
					By YUX XIU LOGISTICS As Agents for the Carrier
TOTAL CHARGES					CP SHIPS USA, LLC 401 E. Jackson Street

## **Exhibit F**

Marian S. K. Ming & Associates  
One North LaSalle Street, Suite 2205  
Chicago Illinois, 60602



cpships

CP SHIPS USA, LLC  
www.cpships.com

PAGE: 1

## BILL OF LADING

SHIPPER/EXPORTER (complete name and address) FILLRIVER BATTERY MANUFACTURE CO., LTD. TAISHI INDUSTRIAL AREA, YUWOTOU TOWN, PANYU ZONE, GUANGZHOU CHINA		BOOKING NO. CBQCU00231	BILL OF LADING NO. CBQCU002310
		EXPORT REFERENCES	CUSTOMER REFERENCES
CONSIGNEE (not negotiable unless consigned to order) NORTH AMERICAN POWER GROUP LLC 323 KENTUCKY AVE SINKING SPRING PA 19608 ATTN: DOUG PIERCE TEL: 610-927-9921 FAX: 484-214-0196		FORWARDING AGENT	FMC NO. CHB NO.
NOTIFY (complete name and address) FEDEX TRADE NETWORKS 49 HAVILION AVE PROVIDENCE, RI 02905 ATTN: MS. CINDY TEL: 401-941-2694 FAX: 401-941-6340		ALSO NOTIFY: ROUTING & INSTRUCTIONS NORTH AMERICAN POWER GROUP LLC 323 KENTUCKY AVE SINKING SPRING PA 19608 ATTN: DOUG PIERCE TEL: 610-927-9921 FAX: 484-214-0196	
PRE-CARRIAGE BY	PLACE OF RECEIPT BY PRE-CARRIER	POINT (STATE) OF ORIGIN OR FTZ NUMBER	
VESSEL/VOYAGE OOCL NEW YORK 058E	PORT OF LOADING SHEKOU	LOADING PIER/TERMINAL SHEKOU	
PORT OF DISCHARGE VANCOUVER	PLACE OF DELIVERY BY ONCARRIER CAROL STREAM, IL, US	TRANSPORT MODE CY-DC	TARIFF NO. SERVICE CONTRACT NO. 019627-016 C5742

Applicable only when used in multimodal service. PARTICULARS FURNISHED BY SHIPPER

SHIPMENT CODE, MARKS & NUMBERS CONTAINER & SEAL NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
--	-------------	-----------------------------------	--------------	-------------

NAP-NEXTEL  
P/NO-11437  
PIN-01-KS TO IL

1 SHIPPER'S WEIGHT, LOAD AND COUNT  
CY/DOOR

118 CARTONS (14 PLTS)  
BATTERY

(NOT CONTAINING LITHIUM, SODIUM,  
POTASSIUM, HYDROXIDE)

THIS SHIPMENT CONTAINS SOLID WOOD  
PACKING MATERIALS AND OIL  
FUMIGATION

TO DOOR ADD:  
155-A EAST SAINT CHARLES ROAD,  
CAROL STREAM, IL 60188, USA

UNITED STATES AGENT  
TAMPA  
LYKES LINES LTD, LLC  
401 EAST JACKSON STREET, SUITE 1300  
TAMPA, FL 33602 TEL: +1 813 276 4600

ETA: 3/28

CONTINUED ON PAGE: 2

Received in accordance with order and conditions (unless otherwise stated herein) the total number of containers or other packages or units indicated above in securing this document, albeit without opening it, the merchant expressly agrees and accepts that carriage is subject to all the terms and conditions, including the terms and conditions, on the reverse hereof, whether written, printed, stamped or otherwise incorporated and the terms and conditions of the carrier's applicable tariff, particularly in relation to CONTAINER AND VESSEL DAMAGE. Carriage to be from the Place of Receipt or the Port of Loading, to the Port of Discharge or Place of Delivery, whichever is applicable. The carrier has the right to cancel the number of original bills of lading issued below have been issued, one of which being accomplished, the others to be void. FOR SEA WAYBILLS/EXPRESS BILLS. The Goods shipped under this Sea Waybill will be delivered to the party named above as consignee or its authorized agent, or production of proof of identity without any documents formalities. Delivery otherwise than to the party and at the place set out above, at the request of the consignee, may be agreed by the carrier but subject always to the express agreement. The carrier to exercise due care, ensuring that delivery is made to the proper party, however, in case of incorrect delivery, no responsibility will be accepted unless due to fault or neglect on the part of the carrier. All references to "Bill of Lading" in this document should be taken to read "Sea Waybill" when pointing Sea Waybill/Express Bill.

FREIGHT CHARGES	PAY AT	RATE BASIS	PREPAID	COLLECT
<p>Generated Cargo Value: 1. If merchant enters a value, carrier's limitation of liability shall not apply and the ad valorem rate will be charged. See clause 18 and carrier's tariff.</p> <p>NO. OF ORIGINAL BILLS: 03 THREE</p> <p>BILL OF LADING NO. CBQCU002310</p> <p><b>COPY</b></p> <p>PLACE OF ISSUE: GUANG ZHOU DATE: 09 MAR 06</p> <p>By: YUE XIO LOGISTICS</p> <p>As Agents for the Carrier</p> <p>CP SHIPS USA, LLC 401 E. Jackson Street</p>				
TOTAL CHARGES				





CP SHIPS USA, LLC  
www.cpships.com

PAGE: 2

# BILL OF LADING

SHIPPER/EXPORTER (complete name and address) FULLRIVER BATTERY MANUFACTURE CO., LTD. TAISHI INDUSTRIAL AREA, YUWOTOU TOWN, PANYU ZONE, GUANGZHOU CHINA		BOOKING NO. CB0CU00231	BILL OF LADING NO. CB0CU002310
		EXPORT REFERENCES	CUSTOMER REFERENCES
CONSIGNEE (not negotiable unless consigned to order) NORTH AMERICAN POWER GROUP LLC 323 KENTUCKY AVE SINKING SPRING PA 19608 ATTN: DOUG PIERCE TEL: 610-927-9921 FAX: 484-214-0196		FORWARDING AGENT	FMC NO. CHS NO.
NOTIFY (complete name and address) FEDEX TRADE NETWORKS 49 PAVILION AVE PROVIDENCE, RI 02905 ATTN: MS. CINDY TEL: 401-941-2694 FAX: 401-941-6340		ALSO NOTIFY - ROUTING & INSTRUCTIONS NORTH AMERICAN POWER GROUP LLC 323 KENTUCKY AVE SINKING SPRING PA 19608 ATTN: DOUG PIERCE TEL: 610-927-9921 FAX: 484-214-0196	
*PRE-CARRIAGE BY	*PLACE OF RECEIPT BY PRE-CARRIER	POINT (STATE) OF ORIGIN OR FIZ NUMBER	
VESSEL/VOYAGE OOCL NEW YORK 058E	PORT OF LOADING SHEKOU	LOADING PIER/TERMINAL SHEKOU	
PORT OF DISCHARGE VANCOUVER	*PLACE OF DELIVERY BY ONCARRIER CAROL STREAM, IL, US	TRANSPORT MODE CY - DC	TARIFF NO. / SERVICE CONTRACT NO. 019627-016 CS722
* Applicable only when used in multimodal service			
PARTICULARS FURNISHED BY SHIPPER			
SHIPMENT CODE - MARKS & NUMBERS CONTAINER & SEAL NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT MEASUREMENT

CH: TINU3477525  
SN: 0158608

TOTAL: 1X20'DH CONTAINER ONLY  
318 CARTON(S)

17039.000KG 11.620CM  
37564.179LB 410.356CP

FREIGHT PREPAID

SHIPPED ON BOARD DATE: MAR 09, 2006

IMPORT CONTAINER DEMURRAGE/DETENTION CHARGES WILL APPLY TO CONSIGNEE AT  
DESTINATION AFTER FREETIME EXPIRES AS PER CARRIER TARIFF/CONTRACT

Received in duplicate good order and condition (unless otherwise stated herein) the total number of containers or other packages or units indicated above in this document, each without signing it himself, the merchant expressly accepts and agrees that carriage is subject to all the terms and conditions, including the terms and conditions, on the reverse hereof, whether written, printed, stamped or otherwise incorporated and the terms and conditions of the carrier who issues the bill of lading, CONTAINER AND VEHICLE DEMURRAGE, Carriage to be from the Place of Receipt to the Port of Loading, to the Port of Discharge or Place of Delivery, whichever is applicable. The carrier has the right to refuse to receive or to deliver goods if the carrier is required, before he receives delivery of the goods, one original Bill of Lading, duly endorsed, must be surrendered by the merchant to the carrier. In witness whereof, the number of originals stated below have been issued, one of which being accompanied, the other(s) to be void. FOR SEAL AND VESSEL'S ADDRESS ONLY. The Goods shipped under this Bill of Lading will be delivered by the party named above as Consignee or its authorized agent, on production of proof of identity without any documents to be presented. Delivery otherwise than to the party and at the place set out above, at the request of the consignee, may be signed by the carrier but subject always to the shipper's agreement. The carrier to exercise due care, ensuring that delivery is made to the proper party, however, in case of incorrect delivery, no responsibility will be accepted unless due to fault or neglect on the part of the carrier. All references to "Bill of Lading" in this document should be taken to read: "See Waybill", "Express Bill", when printed. See Waybill - Express Bill.

FREIGHT CHARGES PAY AT

RATE BASIS

PREPAID

COLLECT

Declared Cargo Value: Merchant enters a value, carrier's limitation of liability shall not apply and the ad valorem rate will be charged. See clause 18 and clause 19.

NO. OF ORIGINAL BILLS 03 THREE

BILL OF LADING NO. CB0CU002310

# COPY

PLACE OF ISSUE DATE  
GUANG ZHOU 09 MAR 06

BY: YUE XIU LOGISTICS

As Agents for the Carrier

TOTAL CHARGES

CP SHIPS USA, LLC  
401 E. Jackson Street